

EXHIBIT L

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COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, ss. Superior Court
Business Litigation Session
C.A. No. 2019-03714-BLS1

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:
BRANDA PEEBLES and JOSHUA BERGER, :
Individually and on BEHALF OF ALL :
OTHERS SIMILARLY SITUATED, :
Plaintiffs, :
:
vs. :
:
JRK PROPERTY HOLDINGS, INC.; :
STEVENS POND APARTMENTS PROPERTY :
OWNER, LLC; and ONE WEBSTER :
APARTMENTS PROPERTY OWNER, LLC, :
Defendants. :

- - - - -x
VIDEOCONFERENCE DEPOSITION OF JRK PROPERTY
HOLDINGS, INC.; STEVENS POND APARTMENTS PROPERTY
OWNER, LLC; and ONE WEBSTER APARTMENTS PROPERTY
OWNER, LLC, by and through their representative,
THOMAS L. MANZO, appearing remotely from Los
Angeles, California, a witness called by the
Plaintiffs, taken pursuant to Rule 30(b)(6) of the
Massachusetts Rules of Civil Procedure, before
Alexander K. Loos, Registered Diplomate Reporter and
Notary Public in and for the Commonwealth of
Massachusetts, appearing remotely from Melrose,
Massachusetts, on Thursday, November 10, 2022,
commencing at 12:09 p.m.

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1PRESENT:

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21

22ALSO PRESENT:

23

24Yaas Galaif (Via videoconference)

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1EXHIBITS, Continued

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4Exhibit 6 The Residences at Stevens Pond, 2019 sample Apartment Lease Contract, first page and Move Out Cleaning & Replacement Charges addendum 36

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5BY MR. SACHS 6

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14Exhibit 3 The Residences at Stevens Pond, 2016 Sample Apartment Lease Contract, first page and Move Out Cleaning & Replacement Charges addendum 31

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19Exhibit 19 Statement of Security Deposit, dated 8/23/18, to Ms. Peebles 67

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<p style="text-align: right;">Page 6</p> <p>1 PROCEEDINGS</p> <p>2 THOMAS L. MANZO</p> <p>3 a witness called for examination by the Plaintiffs,</p> <p>4 having been satisfactorily identified by the</p> <p>5 production of his driver's license and being first</p> <p>6 duly sworn by the Notary Public, was examined and</p> <p>7 testified as follows:</p> <p>8 DIRECT EXAMINATION</p> <p>9 BY MR. SACHS:</p> <p>10 Q. All right. Thank you.</p> <p>11 So -- I'm sorry. So is it Mr. Manzo?</p> <p>12 Manzo?</p> <p>13 A. If we were in Italy, you would say Manzo.</p> <p>14 But it's been Americanized, so it's Manzo these</p> <p>15 days.</p> <p>16 Q. So now it's Smith, right? It's --</p> <p>17 A. Basically.</p> <p>18 Q. All right.</p> <p>19 All right.</p> <p>20 Mr. Manzo, my name is Keith Sachs. I</p> <p>21 represent the plaintiffs in this matter.</p> <p>22 And you understand that you're here today</p> <p>23 for your deposition, correct?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 8</p> <p>1 And you're here today to testify on behalf</p> <p>2 of JRK Property Holdings, Inc., correct?</p> <p>3 A. Yes.</p> <p>4 Q. All right.</p> <p>5 As well as Stevens Pond Apartments,</p> <p>6 correct?</p> <p>7 A. Yes.</p> <p>8 Q. And One Webster Apartments as well?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. All right.</p> <p>11 And we'll get into those relationships in a</p> <p>12 little bit, but this is your deposition.</p> <p>13 Have you ever been deposed before,</p> <p>14 Mr. Manzo?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. So generally just, you know, from a</p> <p>17 background standpoint, you know, the court reporter,</p> <p>18 Mr. Loos, is taking down everything that we're</p> <p>19 saying, right? So I need to finish my questions</p> <p>20 before you need to start your answers. Same thing.</p> <p>21 I'll let you finish your answers before I start the</p> <p>22 next question.</p> <p>23 Mr. Loos can't take down head shakes,</p> <p>24 things like that. So we just need to make a record</p>
<p style="text-align: right;">Page 7</p> <p>1 Q. All right.</p> <p>2 And just briefly, though, I just want to --</p> <p>3 and I'm going to go into, like, logistics and</p> <p>4 whatnot, but first I just want you to tell me who is</p> <p>5 your actual employer?</p> <p>6 A. JRK Residential.</p> <p>7 Q. Okay. And JRK Residential, how is that</p> <p>8 related to JRK Property Holdings, Inc.?</p> <p>9 A. We are the management company.</p> <p>10 Q. All right.</p> <p>11 So JRK Residential is, if you will, from an</p> <p>12 org chart, above JRK Holdings?</p> <p>13 A. I don't think so. I think JRK Holdings --</p> <p>14 Q. Is --</p> <p>15 A. -- is above JRK Residential.</p> <p>16 Q. Okay. All right.</p> <p>17 So JRK Holdings is the main entity. Under</p> <p>18 that, at least for first tier, is JRK Residential,</p> <p>19 correct?</p> <p>20 A. I don't know the exact corporate structure.</p> <p>21 I couldn't tell you how they all interact, but I</p> <p>22 would say Property Holdings is above Residential</p> <p>23 somehow.</p> <p>24 Q. Okay. That's fine.</p>	<p style="text-align: right;">Page 9</p> <p>1 that's something that we can all read.</p> <p>2 If we start talking over one another,</p> <p>3 Mr. Loos will tell us, I'm sure, especially after</p> <p>4 the third or fourth time you will do so.</p> <p>5 If you need to take a break at any time,</p> <p>6 let me know. It's fine. If there's a question</p> <p>7 pending, obviously I need you to answer that before</p> <p>8 you take a break.</p> <p>9 If I ask a question that doesn't make sense</p> <p>10 to you -- and I guarantee you I will do that -- just</p> <p>11 say, "Hey, your question doesn't make any sense."</p> <p>12 All right?</p> <p>13 So -- and I'm not going to do, you know,</p> <p>14 what a lot of lawyers do, which is to say, like,</p> <p>15 "I'm going to assume you understand a question if</p> <p>16 you answer it," all right? I'm not. You know,</p> <p>17 listen. If -- you know, don't give me an answer if</p> <p>18 you're not comfortable with the question. I'm happy</p> <p>19 to break it down or whatever it may be.</p> <p>20 If you need to speak to counsel prior to</p> <p>21 answering something that really is confusing,</p> <p>22 totally fine with me. You need to take a bathroom</p> <p>23 break, whatever, just you let me know.</p> <p>24 But those are the basic ground rules. So</p>

<p style="text-align: right;">Page 10</p> <p>1 if you're okay with that, we can start moving with 2 this. 3 Are you good with that? 4 A. Yep. 5 MR. SACHS: All right. 6 So Alex, can -- I just want to take what I 7 marked as Exhibit S and use it as the first exhibit, 8 which is the deposition notices. 9 THE REPORTER: Do you want me to put them 10 on screen? 11 MR. SACHS: I don't -- so I know -- it's my 12 understanding that Mr. Manzo -- tell me if -- I 13 believe your counsel has sent you all the exhibits, 14 already. 15 THE WITNESS: Right. 16 MR. SACHS: And if you have them, and it's 17 easier for you to just pull them up on your screen 18 rather than, you know, going through the, you know, 19 mechanicals of having Alex post them, I'm happy to 20 have you just look at them on your screen. 21 THE REPORTER: So S will be Exhibit 1? 22 MR. SACHS: Yeah, so exhibit S will now -- 23 for purposes of this deposition, will become 24 Exhibit 1.</p>	<p style="text-align: right;">Page 12</p> <p>1 Webster Apartments Property Owner, LLC. 2 Had you, prior to today, had the 3 opportunity to review that -- those documents? 4 A. Yes. 5 Q. Okay. And -- and when I ask you anything 6 about these documents, I'm not asking you anything 7 about what you discussed with your counsel. That's 8 all privileged or whatever. So if I say something 9 that sounds like I'm asking that, I'm really not 10 asking. I'm sure Mathilda will object pretty 11 quickly if I do. 12 So and -- as it relates to these three 13 deposition notices for those three entities, you've 14 been designated as the person to testify on behalf 15 of all the entities, correct? 16 A. Yes. 17 Q. Okay. And you said that your official 18 employer is JRK Residential. 19 What's the full name of JRK Residential? 20 A. I believe it's JRK Residential Group, Inc. 21 Q. All right. 22 And so for purposes of the deposition right 23 now, I'm just going to refer to it as "JRK 24 Residential" if that's okay with you.</p>
<p style="text-align: right;">Page 11</p> <p>1 (Document marked as Manzo 2 Exhibit 1 for identification) 3 MR. SACHS: The way -- and just Mr. -- I'm 4 sorry. 5 MS. McGEE-TUBB: I'm sorry to interrupt, 6 but I just want to make sure that we're always clear 7 what page the witness is looking at when we're -- if 8 we're all looking at the exhibits individually. 9 So Mr. Manzo, if -- when you're looking at 10 an exhibit, if you can just tell us the number on 11 the bottom of the page -- it says "JRK" followed by 12 a series of numbers -- so that we're sure that we're 13 all on the same place. 14 Keith, does that work for you? 15 MR. SACHS: Works for me, except for it's 16 not going to work on this one because this is the 17 dep notice. So it will be, like, three different 18 things that have Pages 1 through 5; but I'm sure we 19 can -- we can deal with it. 20 Q. But so -- so generally Mr. Manzo, what 21 we've marked as Exhibit 1, which you're looking at, 22 which is Exhibit S that I sent through counsel, are 23 the deposition notices for JRK Property Holdings, 24 Stevens Pond Apartments Property Owner, LLC, and One</p>	<p style="text-align: right;">Page 13</p> <p>1 A. Yes. 2 Q. Is that -- okay. 3 And what is your position with JRK 4 Residential? 5 A. I am the president. 6 Q. And how long have you held that position, 7 Mr. Manzo? 8 A. A little bit more than eight years. 9 Q. And can you just briefly give me your 10 educational background, high school, college. 11 A. I went to The Hill School in Pottstown, 12 Pennsylvania. I went to Dartmouth College in 13 Hanover, New Hampshire. 14 Q. What year did you graduate from Dartmouth? 15 A. 2007. 16 Q. All right. So you don't know any of my 17 friends. They were long gone before then, long 18 gone. 19 And have you been involved in -- well, let 20 me ask you this: 21 What is JRK Residential's primary business? 22 A. Operating, managing multifamily properties. 23 Q. Okay. And prior to your eight years at JRK 24 Residential, did you have experience in, let's just</p>

<p style="text-align: right;">Page 14</p> <p>1 call it, property management for residential units?</p> <p>2 A. I've been at JRK for 14 years.</p> <p>3 Q. Okay.</p> <p>4 A. So for the six years prior, I was also</p> <p>5 working in that.</p> <p>6 Q. Okay. And for how many years that you've</p> <p>7 been working for JRK have you -- has JRK had</p> <p>8 properties in Massachusetts? If you know.</p> <p>9 A. I don't know off the top of my head.</p> <p>10 Q. Okay. But you understand now, obviously,</p> <p>11 that JRK -- and whether it's JRK Residential or it's</p> <p>12 JRK Holdings -- there's a relationship with</p> <p>13 properties that they manage in Massachusetts,</p> <p>14 correct?</p> <p>15 A. Yes.</p> <p>16 Q. And with respect to what we've marked as</p> <p>17 Exhibit 1, there's topic schedules on there.</p> <p>18 So -- and you can certainly look at each</p> <p>19 one if you like, but is there any one of those</p> <p>20 topics that have been enumerated which, you know,</p> <p>21 you have not been designated to testify about?</p> <p>22 MR. SACHS: And this, you know, may be,</p> <p>23 Mathilda, a time for you to state objections if you</p> <p>24 think that makes sense.</p>	<p style="text-align: right;">Page 16</p> <p>1 and motions to strike, but there are objections that</p> <p>2 you will make during this deposition -- for which we</p> <p>3 will not be fighting about on the record, and to the</p> <p>4 extent we need to, we will fight about them in</p> <p>5 court -- meaning that I know that there's certain</p> <p>6 things that, you know, generally it would be a</p> <p>7 privilege issue where you're going to instruct not</p> <p>8 to answer. But here, because of your objections,</p> <p>9 it's my understanding that there will be</p> <p>10 instructions not to answer, and those are things</p> <p>11 that we've agreed to deal with in a court setting</p> <p>12 later.</p> <p>13 So I just want to make sure, as the</p> <p>14 questions come out, you make your objection. I'm</p> <p>15 not trying to trick you or anything by not doing it,</p> <p>16 but just make your objection and we can say, "Okay.</p> <p>17 Yes. That's subject to what we already talked</p> <p>18 about."</p> <p>19 If that makes sense to you.</p> <p>20 MS. McGEE-TUBB: That's correct.</p> <p>21 So obviously, as in any deposition, I may</p> <p>22 raise objections to form or objections as to</p> <p>23 privilege. And if it's with respect to privilege,</p> <p>24 you know, potentially instruct the witness not to</p>
<p style="text-align: right;">Page 15</p> <p>1 MS. McGEE-TUBB: Yes, I think this is the</p> <p>2 right point.</p> <p>3 So pursuant to our prior discussion, the</p> <p>4 three 30(b)(6) deponents here, we've objected to a</p> <p>5 number of the topics identified in the notices. We</p> <p>6 served written objections to those notices of</p> <p>7 deposition, and we will incorporate and refer to</p> <p>8 those here.</p> <p>9 And Keith, pursuant to our discussion in</p> <p>10 September, we've agreed to go forward with this</p> <p>11 deposition for these three 30(b)(6) deponents with</p> <p>12 the understanding that this witness will not answers</p> <p>13 questions on the objected-to topics, and plaintiffs</p> <p>14 reserve the right to pursue motion practice at a</p> <p>15 later date and with the acknowledgement that this</p> <p>16 was a prior agreement before proceeding with this</p> <p>17 deposition.</p> <p>18 MR. SACHS: Okay. So -- so I guess</p> <p>19 maybe -- and I kind of skimmed over this part, and</p> <p>20 maybe it was because I knew this was coming.</p> <p>21 As it relates to the little stipulation, I</p> <p>22 think we have to kind of change that for this. And</p> <p>23 so far as -- you know, yes, we're, you know,</p> <p>24 reserving certain objections until the time of trial</p>	<p style="text-align: right;">Page 17</p> <p>1 answer.</p> <p>2 If the objection is with respect to the</p> <p>3 scope of this deposition based on the topics that</p> <p>4 we've agreed to produce a witness, I will instruct</p> <p>5 the witness not to answer on that basis.</p> <p>6 MR. SACHS: Okay. Perfect. And that, I</p> <p>7 think, encapsulates everything we talked about back</p> <p>8 in September in terms of what's going to happen here</p> <p>9 today and the acknowledgement that there's going to</p> <p>10 be motion practice after the fact.</p> <p>11 Right?</p> <p>12 MS. McGEE-TUBB: Correct. With the -- the</p> <p>13 caveat this is a procedure that we -- we both agreed</p> <p>14 to pursue, yeah.</p> <p>15 MR. SACHS: Exactly. Exactly.</p> <p>16 And just for the record -- because I do</p> <p>17 believe from a timing perspective it makes more</p> <p>18 sense to do it this way than to deal with motions</p> <p>19 to, you know, quash or whatever the heck there were</p> <p>20 going to be, to get everything out on the record so</p> <p>21 we know exactly what we're dealing with at the time</p> <p>22 of a motion.</p> <p>23 If that makes sense.</p> <p>24 MS. McGEE-TUBB: Right. Yes.</p>

<p style="text-align: right;">Page 18</p> <p>1 MR. SACHS: Okay. All right.</p> <p>2 Q. So -- all right.</p> <p>3 So -- so basically, Mr. Manzo, as it</p> <p>4 relates to your testimony today, I'm going to ask</p> <p>5 questions. If they fall within the general</p> <p>6 objections -- which I'm sure, you know, you -- and</p> <p>7 I'm not asking you to acknowledge anything, but I'm</p> <p>8 sure you've discussed generally what is</p> <p>9 objectionable with your counsel and your counsel</p> <p>10 will object, and we will simply move on. We will</p> <p>11 get that on the record.</p> <p>12 I'm not here to waste your time today. I'm</p> <p>13 not here to waste Mathilda's time or Mr. Loos' time,</p> <p>14 and certainly not mine. So basically we're going to</p> <p>15 go through what we can. And if there's answers that</p> <p>16 remain that we're going to fight about, what we'll</p> <p>17 do is what's referred to as suspending the</p> <p>18 deposition until a court tells us how we have to</p> <p>19 deal with it.</p> <p>20 So worst-case scenario, you may actually</p> <p>21 have to sign on to Zoom again some day, but you</p> <p>22 won't have to come to my office in beautiful</p> <p>23 Massachusetts in February, I promise.</p> <p>24 A. I appreciate that.</p>	<p style="text-align: right;">Page 20</p> <p>1 All right?</p> <p>2 So do you know -- aside from ownership, do</p> <p>3 you know if there are the identical officers for JRK</p> <p>4 Property Holdings and One Webster?</p> <p>5 A. I don't know. I don't know the structure.</p> <p>6 Q. Okay. So as far as One Webster itself, do</p> <p>7 you know whether One Webster has employees?</p> <p>8 A. One Webster is the owner of the actual</p> <p>9 apartment building.</p> <p>10 Q. Okay. So -- all right. So let's talk</p> <p>11 about that.</p> <p>12 One Webster, as the owner of the</p> <p>13 property -- and so -- and can we just agree that</p> <p>14 when we're talking about entities like One Webster</p> <p>15 or Stevens Pond, when we say it's the owner of a</p> <p>16 property, we're talking about the apartment complex</p> <p>17 that's at issue, correct?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. So One Webster owns the property in</p> <p>20 which the -- on which the apartments exist, correct?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. So does One Webster itself have its</p> <p>23 own, you know, cadre of management people who get</p> <p>24 paid by One Webster?</p>
<p style="text-align: right;">Page 19</p> <p>1 Q. All right.</p> <p>2 So as it relates to JRK Property Holdings,</p> <p>3 what is the relationship between JRK Property</p> <p>4 Holdings and the One Webster Apartments Property</p> <p>5 Owner, LLC?</p> <p>6 A. JRK Property Holdings ultimately controls</p> <p>7 One Webster.</p> <p>8 Q. Okay. So from that standpoint, is there</p> <p>9 any shared ownership between the entities? That is</p> <p>10 you know, whoever the owner is, if you will --</p> <p>11 whether they're stockholders or whatever they may be</p> <p>12 of JRK Holdings -- are they the same owners of One</p> <p>13 Webster?</p> <p>14 A. I don't know.</p> <p>15 Q. But that would be present in some corporate</p> <p>16 document somewhere I'm assuming, correct?</p> <p>17 A. I assume so. I don't know.</p> <p>18 Q. And this is not -- there's no score for</p> <p>19 this deposition. This is not a test. All right?</p> <p>20 So if you don't know just -- that's fine. That's</p> <p>21 totally fine. Just tell me you don't know.</p> <p>22 Because, again, I don't want to waste your time</p> <p>23 continuing to ask the same question that you don't</p> <p>24 know the answer to.</p>	<p style="text-align: right;">Page 21</p> <p>1 A. My understanding is they are employees of</p> <p>2 JRK Residential Group, the management company.</p> <p>3 Q. Okay.</p> <p>4 A. JRK Residential Group is contracted by One</p> <p>5 Webster to run the property.</p> <p>6 Q. Okay. So is it -- I mean, and I may be</p> <p>7 using legal terms so I'll probably draw an</p> <p>8 objection, but is it fair to say that One Webster is</p> <p>9 essentially a single-purpose entity in terms of just</p> <p>10 owning the property where the apartments exist?</p> <p>11 MS. McGEE-TUBB: Objection.</p> <p>12 You can answer, if you know.</p> <p>13 THE WITNESS: I don't know the technical</p> <p>14 answer to that.</p> <p>15 MR. SACHS: I knew I was right about</p> <p>16 getting objections. I knew I was right about it.</p> <p>17 Q. All right.</p> <p>18 So as far as -- so -- so One Webster, for</p> <p>19 instance, right, it's got tenants, and we'll go</p> <p>20 through the number of units and whatnot.</p> <p>21 If I'm a tenant at One Webster, to whom do</p> <p>22 I make my rent check to on a monthly basis?</p> <p>23 A. One Webster.</p> <p>24 Q. Okay. And One Webster, then, is that money</p>

<p style="text-align: right;">Page 22</p> <p>1 then paid to -- and, again, because of -- I wasn't 2 aware of the JRK Residential Group prior to today, 3 so if I start mixing up JRK Holdings and JRK 4 Residential, just, you know, forgive me, but I'm 5 going to try to be clear about it. 6 But as far as the rent checks when they're 7 collected by One Webster, does that money all then 8 just go straight to JRK Holdings, if you know? 9 A. I don't think so. I think One Webster 10 operates its own bank account -- 11 Q. Okay. 12 A. -- does it own economics, accounting. 13 Q. I'm sorry. Go ahead. 14 A. I believe One Webster does its own 15 accounting. 16 Q. So ultimately, you know, what would ever be 17 profits from One Webster, are those all profits that 18 would then go to JRK Holdings? 19 MS. McGEE-TUBB: Objection. 20 THE WITNESS: No. 21 BY MR. SACHS: 22 Q. Okay. So One Webster has its -- sorry. 23 The door just opened. 24 So One Webster, on its own, has its own</p>	<p style="text-align: right;">Page 24</p> <p>1 A. They would get the management fee. 2 Q. And do you know what the -- the -- the way 3 the management fee is set between the two entities? 4 MS. McGEE-TUBB: Objection. 5 THE WITNESS: I believe it's five percent 6 of income. 7 BY MR. SACHS: 8 Q. Okay. So as it relates to security 9 deposits and things like that, is that all money, 10 that's just held by One -- and again, we're just on 11 One Webster right now -- is that money that's held 12 by One Webster in a One Webster named account? 13 MS. McGEE-TUBB: Objection. 14 THE WITNESS: I believe so. 15 BY MR. SACHS: 16 Q. All right. 17 So other than the -- and I'm not saying 18 it's absolute, but call it approximately a five 19 percent management fee, is there any other monies 20 that JRK Residential gets through its management 21 contract with One Webster? 22 A. Not that I'm aware of, but I haven't 23 reviewed that contract. 24 Q. Okay. So just excuse me while I take some</p>
<p style="text-align: right;">Page 23</p> <p>1 bank accounts and holds monies for tenants for rent; 2 is that correct? 3 A. Yes. 4 Q. Okay. And as it relates to security 5 deposits at One Webster, are those checks made out 6 to One Webster as well? 7 A. Yes. 8 Q. All right. 9 So does at any time JRK Holdings or JRK 10 Residential get money from One Webster as part of 11 its management of One Webster? 12 MS. McGEE-TUBB: Objection. 13 Can you split that up? 14 MR. SACHS: Sorry. 15 Q. So -- all right. So let me just back up. 16 So it's my understanding that JRK Property 17 Holdings or JRK Residential Group -- and correct me 18 which one -- is the management arm over One Webster; 19 is that correct? 20 A. It's JRK Residential is the contracted 21 management company. 22 Q. Okay. So as the contracted management 23 company, does JRK Residential get money from One 24 Webster as the contracted management company?</p>	<p style="text-align: right;">Page 25</p> <p>1 notes Mr. Manzo, okay? 2 So as it relates then to -- and I'm going 3 to ask all the same questions as it relates to JRK 4 Residential and -- well, let me just -- because I 5 just want to be clear about this. 6 Because is it fair to say that JRK 7 Residential Group and JRK Property Holdings, 8 although they're separate entities, that when we 9 talk about them in terms of who receives money, are 10 they -- do you look at them as the same entity for 11 purposes of receiving money from things that they 12 manage or not? 13 MS. McGEE-TUBB: Objection. 14 THE WITNESS: I don't know. I don't. I 15 don't know the technical answer to the structures. 16 BY MR. SACHS: 17 Q. Okay. So -- but it's fair to say that JRK 18 Residential Group is within the JRK Holdings family, 19 but it's just an entity that comes, you know, 20 structurally under JRK Holdings, correct? 21 A. That's my understanding. I have never gone 22 through all of the various documents. 23 Q. No. I understand that. I'm sorry. 24 I mean, this is kind of a new thing for me,</p>

<p style="text-align: right;">Page 26</p> <p>1 too, in terms of this other entity about which I</p> <p>2 wasn't aware.</p> <p>3 But is it fair to say that JRK Holdings as,</p> <p>4 you know, call it the parent of JRK Residential,</p> <p>5 would share in monies obtained by JRK Residential</p> <p>6 through its management contracts?</p> <p>7 MS. McGEE-TUBB: Objection.</p> <p>8 THE WITNESS: I -- I don't know how the</p> <p>9 agreement works.</p> <p>10 BY MR. SACHS:</p> <p>11 Q. Okay.</p> <p>12 A. No.</p> <p>13 Q. No. That's fine.</p> <p>14 So all the things we just talked about as</p> <p>15 it relates to JRK Residential Group and One Webster</p> <p>16 as it relates to ownership, officers, management,</p> <p>17 that kind of stuff, is that -- this the same</p> <p>18 relationship that JRK Residential Group has with</p> <p>19 Stevens Pond Apartments Property, LLC?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. So same thing in terms of it's a</p> <p>22 management contract with a management fee, correct?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. So do you -- as far as you know --</p>	<p style="text-align: right;">Page 28</p> <p>1 A. Not that I'm aware of.</p> <p>2 Q. All right.</p> <p>3 And in Massachusetts, are there other</p> <p>4 properties that JRK -- JRK Residential has a</p> <p>5 management contract with?</p> <p>6 MS. McGEE-TUBB: Objection. This is a</p> <p>7 question I'm going to ask the witness not to answer</p> <p>8 based on our objections to the deposition notices.</p> <p>9 MR. SACHS: Okay.</p> <p>10 So I'm not asking for identification of</p> <p>11 properties, just a simple question of whether there</p> <p>12 are other entities. If it's the same objection,</p> <p>13 that's fine. I just want to be clear about it.</p> <p>14 MS. McGEE-TUBB: You can ask the "yes" or</p> <p>15 "no," question, but beyond that, beyond that, this</p> <p>16 is beyond the scope.</p> <p>17 MR. SACHS: Okay.</p> <p>18 Q. So the simple question of other than One</p> <p>19 Webster and Stevens Pond, are there other entities</p> <p>20 in Massachusetts, residential apartments that JRK</p> <p>21 Residential has a management contract with?</p> <p>22 A. Yes.</p> <p>23 Q. All right.</p> <p>24 And -- all right. We'll move on.</p>
<p style="text-align: right;">Page 27</p> <p>1 if you were to say, you know, the head, if you will,</p> <p>2 of One Webster, give me a name.</p> <p>3 Is there a person who is the head, the</p> <p>4 management of One Webster?</p> <p>5 MS. McGEE-TUBB: Objection.</p> <p>6 THE WITNESS: I don't think I understand</p> <p>7 the question.</p> <p>8 BY MR. SACHS:</p> <p>9 Q. Sure.</p> <p>10 I mean, as far as One Webster Property</p> <p>11 Owner, LLC, does it have a manager?</p> <p>12 A. No -- I don't know. I don't know.</p> <p>13 Q. Okay. And then the same thing with</p> <p>14 Stevens -- Stevens Pond Apartments Property Owner,</p> <p>15 LLC, does that have a manager?</p> <p>16 A. I don't know.</p> <p>17 Q. So as it relates to both One Webster and</p> <p>18 Stevens Pond, are there people on site at those</p> <p>19 properties who are actual employees of either One</p> <p>20 Webster or Stevens Pond?</p> <p>21 A. I believe they're employees of JRK</p> <p>22 Residential Group.</p> <p>23 Q. Are you aware whether either One Webster or</p> <p>24 Stevens Pond has any employees of their own?</p>	<p style="text-align: right;">Page 29</p> <p>1 All right.</p> <p>2 So I want to now start getting -- and I'm</p> <p>3 going to try to go through these pieces of paper as</p> <p>4 quickly as possible.</p> <p>5 And at this point, other than starting with</p> <p>6 the last one, which we marked as -- as 1, I'm</p> <p>7 actually going to go to what would be your packet,</p> <p>8 Mr. Manzo, as Exhibit A, which will now become</p> <p>9 Exhibit 2, if you will.</p> <p>10 (Document marked as Manzo</p> <p>11 Exhibit 2 for identification)</p> <p>12 MR. SACHS: Are you there, Mathilda?</p> <p>13 MS. McGEE-TUBB: I'm there, yes.</p> <p>14 Mr. Manzo, does that make sense to you?</p> <p>15 THE WITNESS: Yeah, I have it.</p> <p>16 MR. SACHS: Okay. All right.</p> <p>17 So Exhibit A -- and Mr. Loos, this would</p> <p>18 then be Exhibit 2 as far as we're going.</p> <p>19 Q. And Mr. Manzo, this is a document that was</p> <p>20 produced by JRK.</p> <p>21 Have you ever seen this before?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And can you tell me what it is?</p> <p>24 A. It's a general ledger.</p>

<p style="text-align: right;">Page 30</p> <p>1 Q. Okay. And what is a general ledger?</p> <p>2 I'm a blue-collar kid from Jersey. I don't</p> <p>3 know much of this stuff, so -- all right.</p> <p>4 A. It just records the charges and payments of</p> <p>5 the individual resident.</p> <p>6 Q. Okay. And the one that we're looking at</p> <p>7 that we just marked Exhibit 2, this is for the</p> <p>8 Residences at Stevens Pond, correct?</p> <p>9 A. Yes.</p> <p>10 Q. All right.</p> <p>11 And is that just another name for Stevens</p> <p>12 Pond Owners, LLC?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. So from a legal standpoint, whether</p> <p>15 it's the Residences at Stevens Pond or Stevens Pond</p> <p>16 Property Owner, LLC, it's the same entity?</p> <p>17 A. Yes.</p> <p>18 MS. McGEE-TUBB: Objection.</p> <p>19 BY MR. SACHS:</p> <p>20 Q. Was that a "yes"?</p> <p>21 A. Yes.</p> <p>22 Q. All right.</p> <p>23 And I have -- despite the, you know, six</p> <p>24 pages here, I have one question about this document.</p>	<p style="text-align: right;">Page 32</p> <p>1 Replacement Charges addendum, if you will, at the</p> <p>2 end of it.</p> <p>3 So if there's anything unclear as you're</p> <p>4 looking at this, I just want you to know I've only</p> <p>5 included the first page of the lease and the</p> <p>6 attachment at the end.</p> <p>7 Does that make sense to you?</p> <p>8 A. Yes.</p> <p>9 Q. Okay.</p> <p>10 MS. McGEE-TUBB: And so just to be clear,</p> <p>11 your questions are only going to be the pages that</p> <p>12 are included in these exhibits, right?</p> <p>13 MR. SACHS: No. There will be ten trick</p> <p>14 questions about the pages that are not here, I</p> <p>15 swear.</p> <p>16 MS. McGEE-TUBB: I'm ready for those to</p> <p>17 come.</p> <p>18 MR. SACHS: Sorry. That's the Jersey in</p> <p>19 me, you know. Sorry.</p> <p>20 No. Yeah.</p> <p>21 So -- and honestly, the questions are</p> <p>22 really only going to be about the cleaning charge</p> <p>23 thing at the back. The front page is really just to</p> <p>24 establish that this is the front page of the lease.</p>
<p style="text-align: right;">Page 31</p> <p>1 On the first page of it, in the upper</p> <p>2 left-hand corner, prior to all the listings where it</p> <p>3 says "326 Apartments," do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. All right.</p> <p>6 Is that a fair description of the number of</p> <p>7 units at the Residences at Stevens Pond?</p> <p>8 A. Yes.</p> <p>9 MR. SACHS: All right.</p> <p>10 Let's go to the next the exhibit, which</p> <p>11 will be B in your packet, Mr. Manzo, it will now be</p> <p>12 3.</p> <p>13 (Document marked as Manzo</p> <p>14 Exhibit 3 for identification)</p> <p>15 BY MR. SACHS:</p> <p>16 Q. So just for clarity, JRK has produced a</p> <p>17 number of what we'll call --</p> <p>18 MR. SACHS: Mathilda, tell me if this is</p> <p>19 wrong.</p> <p>20 Q. -- exemplar leases for the time periods</p> <p>21 that are that are at issue. But rather than giving</p> <p>22 you the entire lease for each one that I want to go</p> <p>23 through, what I have given you is the first page of</p> <p>24 the lease and then the Move Out Cleaning &</p>	<p style="text-align: right;">Page 33</p> <p>1 That's it.</p> <p>2 There's going to be no lease questions,</p> <p>3 just addendum questions, because I figured it was</p> <p>4 the least I could do, okay?</p> <p>5 In any event, so what we've marked as</p> <p>6 Exhibit 3, Mr. Manzo, this is a lease dated for</p> <p>7 October 22nd, 2016, and it has an address of</p> <p>8 Founders Way.</p> <p>9 Do you know what property that relates to?</p> <p>10 A. Stevens Pond.</p> <p>11 Q. Okay. All right.</p> <p>12 So this is a Stevens Pond lease.</p> <p>13 Is that a document that you're familiar</p> <p>14 with?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And the second page of this, which</p> <p>17 is marked as JRK 602, is the Move Out Cleaning &</p> <p>18 Replacement Charges.</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. All right.</p> <p>22 And that's a document you're familiar with?</p> <p>23 A. Yes.</p> <p>24 Q. Okay.</p>

<p style="text-align: right;">Page 34</p> <p>1 And about, you know, a 16th of the way down</p> <p>2 the page, there's a writing that starts with</p> <p>3 "resident is required."</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. All right.</p> <p>7 It says:</p> <p>8 "Resident is required to have the</p> <p>9 apartment professionally cleaned and carpet</p> <p>10 cleaned upon move out. If the apartment is</p> <p>11 not returned to us in this condition, the</p> <p>12 following charges will be applied:"</p> <p>13 Did I read that correctly?</p> <p>14 A. Yes.</p> <p>15 Q. All right.</p> <p>16 And then that piece of paper lists out a</p> <p>17 bunch of different charges for different types of</p> <p>18 cleaning and painting, correct?</p> <p>19 A. Yes.</p> <p>20 MS. McGEE-TUBB: Objection.</p> <p>21 MR. SACHS: All right.</p> <p>22 Moving onto the next exhibit, which is C in</p> <p>23 your packet, which will be, what, 4 now, Mr. Loos?</p> <p>24 THE REPORTER: Yes.</p>	<p style="text-align: right;">Page 36</p> <p>1 which will be D in your packet, which will be 5.</p> <p>2 (Document marked as Manzo</p> <p>3 Exhibit 5 for identification)</p> <p>4 BY MR. SACHS:</p> <p>5 Q. This is also a Stevens Pond property lease</p> <p>6 beginning in 2018.</p> <p>7 Does that also have the same language in</p> <p>8 the Move Out Cleaning & Replacement Charges?</p> <p>9 A. Yes.</p> <p>10 MR. SACHS: The next exhibit, which is E in</p> <p>11 your packet, which will be 6.</p> <p>12 (Document marked as Manzo</p> <p>13 Exhibit 6 for identification)</p> <p>14 MR. SACHS: This is a 2019 lease, also for</p> <p>15 Stevens Pond.</p> <p>16 Q. Does that have the same language that we've</p> <p>17 been discussing in the Move Out Cleaning &</p> <p>18 Replacement Charges piece?</p> <p>19 A. Yes.</p> <p>20 MR. SACHS: The next exhibit, F in your</p> <p>21 packet, now 7 for purposes of the deposition.</p> <p>22 (Document marked as Manzo</p> <p>23 Exhibit 7 for identification)</p> <p>24</p>
<p style="text-align: right;">Page 35</p> <p>1 (Document marked as Manzo</p> <p>2 Exhibit 4 for identification)</p> <p>3 BY MR. SACHS:</p> <p>4 Q. And this -- and like I said, I don't want</p> <p>5 to waste your time. I will represent to you that</p> <p>6 this is the same exact front page of a lease with</p> <p>7 the same exact cleaning addendum; it's just for, you</p> <p>8 know, a 2017 lease.</p> <p>9 And my questions would be the same, that</p> <p>10 does this exhibit contain the same language in the</p> <p>11 cleaning, the move out and -- Move Out Cleaning &</p> <p>12 Replacement Charges as the one I read previously?</p> <p>13 MS. McGEE-TUBB: Mr. Manzo, you can -- you</p> <p>14 can take a moment to look at the document to answer</p> <p>15 that question as well.</p> <p>16 BY MR. SACHS:</p> <p>17 Q. Yes. No, I wasn't trying not to have you</p> <p>18 look at it. All I'm saying is we don't need to</p> <p>19 restate the same question for each of these</p> <p>20 documents. I just want you to take a look at it and</p> <p>21 you can confirm for me whether it's the same</p> <p>22 language.</p> <p>23 A. Yes, it is.</p> <p>24 MR. SACHS: And then the next exhibit,</p>	<p style="text-align: right;">Page 37</p> <p>1 BY MR. SACHS:</p> <p>2 Q. This is a 2020 Stevens Pond lease.</p> <p>3 Does this also have the same language in</p> <p>4 the Move Out Cleaning & Replacement Charges?</p> <p>5 A. Yes.</p> <p>6 MR. SACHS: Okay. And then Exhibit G,</p> <p>7 which will now be Exhibit 8 for the deposition.</p> <p>8 (Document marked as Manzo</p> <p>9 Exhibit 8 for identification)</p> <p>10 BY MR. SACHS:</p> <p>11 Q. This is a 2021 Stevens Pond lease. And on</p> <p>12 the Move Out Cleaning & Replacement Charges, do you</p> <p>13 notice that the language is actually different than</p> <p>14 the -- the others that we just went through?</p> <p>15 A. Yes.</p> <p>16 Q. All right.</p> <p>17 And can you -- so as far as the difference,</p> <p>18 I think it's the second sentence. Whereas, the</p> <p>19 earlier ones all had the sentence that said "if the</p> <p>20 apartment is not returned to us in this condition,</p> <p>21 the following charges will be applied," right?</p> <p>22 MS. McGEE-TUBB: Objection.</p> <p>23 BY MR. SACHS:</p> <p>24 Q. Did I read that correctly?</p>

<p style="text-align: right;">Page 38</p> <p>1 I can go back. I'm looking at Exhibit 7, 2 which is the same as the previous before it, the 3 language, that says: 4 "If the apartment is not returned to 5 us in this condition, the following charges 6 will be applied:" 7 Did I read that correct on Exhibit 7, which 8 was Exhibit F in your packet? 9 A. Are you asking me? 10 Q. Yes. 11 A. I'll reopen that and look. 12 And can you read it again? I had closed 13 the exhibit. 14 Q. Yeah. So it's just -- I'll read the whole 15 thing: 16 "Resident is required to have the 17 apartment professionally cleaned and carpet 18 cleaned upon move out. If the apartment is 19 not returned to us in this condition, the 20 following charges will be applied:" 21 Right? I read that correctly from 22 Exhibit 7, Exhibit F in your packet? 23 A. Yes. 24 Q. Okay. And then what we've marked as</p>	<p style="text-align: right;">Page 40</p> <p>1 A. That more accurately reflects our policy 2 and procedure. 3 Q. Okay. And so when you say it more 4 accurately reflects your policy and procedure, in 5 2020, what was your policy and procedure as it 6 related to Move Out Cleaning & Replacement Charges? 7 MS. McGEE-TUBB: Objection. 8 Are you referring to a specific property? 9 BY MR. SACHS: 10 Q. Sorry. Yeah. We're on the Stevens Pond 11 one, so I'm just -- fair enough -- Stevens Pond. 12 A. Each move out was dealt on a case-by-case 13 basis with the property manager on site. 14 Q. Okay. And in -- let's just use 2020. 15 Who was the property manager on site at 16 Stevens Pond? 17 A. I don't know. 18 Q. So -- but was that -- so would the property 19 manager on site at Stevens Pond in 2020, that would 20 have been a JRK employee, correct? 21 A. Yes. 22 Q. Okay. So do you know if there was any 23 certain criterion that the property manager on site 24 at Stevens Pond would use to determine whether, you</p>
<p style="text-align: right;">Page 39</p> <p>1 Exhibit 8, that says on the Move Out Cleaning & 2 Replacement Charges, it says: 3 "Resident must ensure the apartment is 4 cleaned before move out; this may require 5 the resident to have the apartment 6 professionally cleaned. The following 7 charges apply to apartments with damage or 8 cleanliness issues beyond normal wear and 9 tear:" 10 Do you agree that that is different than in 11 the previous leases that we read? 12 A. Yes. 13 Q. Okay. And do you know why that language 14 was changed in the 2021 lease? 15 MS. McGEE-TUBB: Objection. 16 You can answer, to the extent you know and 17 that wouldn't reveal any privileged communications. 18 BY MR. SACHS: 19 Q. Yeah. So I'm certainly not asking you to 20 tell me anything you've talked with your lawyer. 21 I'm just talking about, in the usual course of 22 business, do you know why that would have been 23 changed without reference to any legal 24 conversations?</p>	<p style="text-align: right;">Page 41</p> <p>1 know, cleaning or other repairs were needed because 2 they were beyond normal wear and tear? 3 A. Our policy would be for them to walk the 4 apartment with the resident, or at least attempt to. 5 Sometimes the resident, you know, can't schedule or 6 can't make it, et cetera. 7 Q. Yes. 8 A. And would evaluate it for damages above 9 wear and tear, and discuss what would be charged to 10 the resident, obviously giving them an opportunity 11 to potentially mitigate those charges. 12 Q. Okay. So did -- and I'm just, for -- for 13 purposes of our discussion, you know, in the 2000 -- 14 when did we start? 2016 is the time period -- 2016 15 to 2020 time frame, did Stevens Pond have, you know, 16 a definition of what "normal wear and tear" was when 17 it would do these move-out evaluations -- 18 evaluations about whether work needed to be done? 19 A. It's done based on industry standard. 20 Q. Okay. And is -- you know, is there an 21 industry standard that Stevens Pond used as it 22 related to normal wear and tear? Like was it 23 published somewhere is my point. 24 A. It's a judgment call made by the property</p>

<p style="text-align: right;">Page 42</p> <p>1 manager.</p> <p>2 Q. Okay. Is that evaluation of, you know,</p> <p>3 normal wear and tear something that you personally</p> <p>4 have had to do in your job at JRK Residential for</p> <p>5 Massachusetts properties at any time?</p> <p>6 A. No.</p> <p>7 Q. So as far as any evaluation of normal wear</p> <p>8 and tear, that would fall to whoever the property</p> <p>9 manager on site was at Stevens Pond at any given</p> <p>10 time in the years of 2016 to 2020, correct?</p> <p>11 A. Correct.</p> <p>12 Q. And do you -- and I know I asked you</p> <p>13 specifically about 2020. But do you know, sitting</p> <p>14 here today, the identities of any of the on-site</p> <p>15 property managers at Stevens Pond between 2016 and</p> <p>16 '20?</p> <p>17 A. I remember some of them, but not all of</p> <p>18 them.</p> <p>19 Q. Okay. Any names that can fall trippingly</p> <p>20 off the tongue at this point or --</p> <p>21 A. Kristen Goshorn.</p> <p>22 Q. Do you know how to spell the last name?</p> <p>23 A. G-o-s-h-o-r-n.</p> <p>24 Q. Okay. Anybody else you remember?</p>	<p style="text-align: right;">Page 44</p> <p>1 A. No.</p> <p>2 Q. Okay. Would you know how often they would</p> <p>3 be charged for carpet cleaning?</p> <p>4 A. No.</p> <p>5 Q. But would Stevens Pond or JRK have records</p> <p>6 that show all those charges that were sent to</p> <p>7 tenants moving out in the 2016 to 2020 time period?</p> <p>8 A. Yes. It was obviously a long time ago. I</p> <p>9 don't know if we have all of them, but we certainly</p> <p>10 would have some of them.</p> <p>11 Q. So it would certainly be Stevens Pond, if</p> <p>12 not JRK as the management arm, it would be either</p> <p>13 Stevens Pond or JRK's policy to keep a record of</p> <p>14 everybody they charged any move-out touch-up paint</p> <p>15 or carpet cleaning or anything like that, correct?</p> <p>16 A. Yes.</p> <p>17 MS. McGEE-TUBB: Objection.</p> <p>18 BY MR. SACHS:</p> <p>19 Q. Okay. All right.</p> <p>20 So Exhibit 9 --</p> <p>21 MS. McGEE-TUBB: Before you move on to One</p> <p>22 Webster, we've been going almost an hour, not quite</p> <p>23 an hour. But if we want take to take a break at</p> <p>24 around an hour point, is this a good time?</p>
<p style="text-align: right;">Page 43</p> <p>1 A. I believe Melissa Haberman.</p> <p>2 Q. And do you know whether JRK provided the --</p> <p>3 you know, we'll just refer to them as the on-site</p> <p>4 property managers at Stevens Pond -- provided them</p> <p>5 with any training as it related to what is and what</p> <p>6 is not normal wear and tear for purposes of charging</p> <p>7 tenants at the time of move out?</p> <p>8 A. No.</p> <p>9 MR. SACHS: All right.</p> <p>10 So I'm going to move on to Exhibit H, which</p> <p>11 will be -- are we at 9 now, Mr. Loos?</p> <p>12 THE REPORTER: Yes.</p> <p>13 (Document marked as Manzo</p> <p>14 Exhibit 9 for identification)</p> <p>15 BY MR. SACHS:</p> <p>16 Q. All right.</p> <p>17 And now we're moving on to One Webster.</p> <p>18 Well, before -- hang on a second.</p> <p>19 Before I move on to this next exhibit, as</p> <p>20 it relates to Stevens Pond in the 2016 to 2020 time</p> <p>21 period, are you aware of how often tenants on move</p> <p>22 out would be charged for -- and I'll take one</p> <p>23 example -- for touch-up paint? Do you know how</p> <p>24 often that would happen?</p>	<p style="text-align: right;">Page 45</p> <p>1 MR. SACHS: No. That's fine. Yeah.</p> <p>2 That's fine.</p> <p>3 MS. McGEE-TUBB: Why don't we take a short</p> <p>4 break just because it seems like a good pause point.</p> <p>5 Just, you know, five or ten minutes.</p> <p>6 MR. SACHS: No. We're changing entities.</p> <p>7 I will not read anything into that.</p> <p>8 MS. McGEE-TUBB: I truly thought it was a</p> <p>9 natural break. Again, so we can go off record.</p> <p>10 Thank you.</p> <p>11 MR. SACHS: Totally fine.</p> <p>12 Ten minutes?</p> <p>13 MS. McGEE-TUBB: That's good. Thanks.</p> <p>14 MR. SACHS: Awesome. Thank you.</p> <p>15 (Recess taken)</p> <p>16 BY MR. SACHS:</p> <p>17 Q. On what in your packet, Mr. Manzo, was</p> <p>18 Exhibit H, which should be 9 for the exhibit, and</p> <p>19 that is a resident history report from One Webster.</p> <p>20 Do you see that?</p> <p>21 A. I do.</p> <p>22 MS. McGEE-TUBB: I'm sorry. I just want to</p> <p>23 to be clear.</p> <p>24 This is Exhibit H, which is now Exhibit 9?</p>

<p style="text-align: right;">Page 46</p> <p>1 MR. SACHS: 9, yes.</p> <p>2 MS. McGEE-TUBB: Okay. Thank you.</p> <p>3 BY MR. SACHS:</p> <p>4 Q. And is this similar to the report we looked</p> <p>5 at for -- for Stevens Pond earlier?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. And this document shows, on the</p> <p>8 upper left-hand side, that One Webster has</p> <p>9 121 units, correct?</p> <p>10 A. Yes.</p> <p>11 MR. SACHS: And now we're going to do the</p> <p>12 same thing that we did with Stevens Pond as it</p> <p>13 relates to One Webster and the -- the leases.</p> <p>14 So Exhibit I, which will now be 10 for</p> <p>15 purposes of the deposition --</p> <p>16 (Document marked as Manzo</p> <p>17 Exhibit 10 for identification)</p> <p>18 MR. SACHS: -- I'll represent is a 2000 --</p> <p>19 a July 8th 2016, One Webster lease that has the Move</p> <p>20 Out and Cleaning -- sorry, Move Out Cleaning &</p> <p>21 Replacement Charges addendum similar -- well, strike</p> <p>22 that. Identical, if you will, if you agree, to the</p> <p>23 one that was on the Stevens Pond leases.</p> <p>24 Q. Do you see that?</p>	<p style="text-align: right;">Page 48</p> <p>1 language that starts with "resident is required"</p> <p>2 that ends in the second sentence with "charges will</p> <p>3 be applied" and whether that is the same.</p> <p>4 THE WITNESS: That is the same.</p> <p>5 MR. SACHS: And that doesn't include a</p> <p>6 number.</p> <p>7 THE WITNESS: That language is the same.</p> <p>8 BY MR. SACHS:</p> <p>9 Q. Okay. All right.</p> <p>10 So that language is the -- the same for</p> <p>11 both -- and this is just the 2016 lease. And I</p> <p>12 think with regard to Stevens Pond we went</p> <p>13 through 2016, '17, '18, '19 and '20, and the</p> <p>14 language was the same in all of those Move Out</p> <p>15 Cleaning & Replacement Charges attachments, correct?</p> <p>16 MS. McGEE-TUBB: Objection.</p> <p>17 MR. SACHS: Well, I mean, if you recall. I</p> <p>18 mean, we can go back through them again, but --</p> <p>19 THE WITNESS: Can you just restate that,</p> <p>20 please.</p> <p>21 MR. SACHS: Sure.</p> <p>22 Q. As it relates to what we went through, the</p> <p>23 exhibits on the Stevens Pond property, we went</p> <p>24 through a 2016 lease, '17 lease, '18 lease, '19</p>
<p style="text-align: right;">Page 47</p> <p>1 MS. McGEE-TUBB: Objection.</p> <p>2 MR. SACHS: Well, I'll -- all right. I'll</p> <p>3 ask it as a question rather than a statement.</p> <p>4 Q. Mr. Manzo, as it relates to what's been</p> <p>5 marked as Exhibit 10, is the Move Out Cleaning &</p> <p>6 Replacement Charges document, is that identical to</p> <p>7 the one that was on the lease for 2016 to the</p> <p>8 Stevens Pond property?</p> <p>9 A. I would have to compare them side by side.</p> <p>10 Q. Okay. Let me just tell you which one is</p> <p>11 which, then.</p> <p>12 So the 2016 Stevens Pond is -- hang on a</p> <p>13 second; my apologies -- is -- would be Exhibit B in</p> <p>14 your packet, Exhibit 3 for purposes of the</p> <p>15 deposition.</p> <p>16 So just take a minute, look at that and let</p> <p>17 me know if you can agree that it's the same addendum</p> <p>18 as it relates to move out and cleaning.</p> <p>19 MS. McGEE-TUBB: Objection.</p> <p>20 Are you asking him if they're the addendum</p> <p>21 or -- I mean, there's a bunch of numbers on both of</p> <p>22 those pages. Are you asking him to compare the full</p> <p>23 documents?</p> <p>24 MR. SACHS: I'm asking him to compare the</p>	<p style="text-align: right;">Page 49</p> <p>1 lease, and a '20 lease -- and those all had the</p> <p>2 identical language in the move out and cleaning --</p> <p>3 Move Out Cleaning & Replacement Charges attachment,</p> <p>4 correct?</p> <p>5 MS. McGEE-TUBB: Objection.</p> <p>6 You can answer, if you remember.</p> <p>7 THE WITNESS: I know it change -- I don't</p> <p>8 remember what year it changed, but correct. At</p> <p>9 least for the first couple of addendums.</p> <p>10 BY MR. SACHS:</p> <p>11 Q. So it wasn't until the 2021 Stevens Pond</p> <p>12 lease that we saw a change in the language, correct?</p> <p>13 A. Correct.</p> <p>14 Q. Okay. All right.</p> <p>15 So as it relates to both Stevens Pond and</p> <p>16 One Webster, was it the policy of each Stevens Pond</p> <p>17 and One Webster to charge tenants if the apartment</p> <p>18 wasn't -- quote, unquote -- "professionally</p> <p>19 cleaned"?</p> <p>20 A. No.</p> <p>21 Q. Okay. What was the policy as it related to</p> <p>22 professional cleaning for both One Webster and</p> <p>23 Stevens Pond in the 2016 to 2020 date period?</p> <p>24 A. It was handled on a case-by-case basis with</p>

<p style="text-align: right;">Page 50</p> <p>1 the property manager. And, you know, any charges</p> <p>2 would have had to be above wear and tear.</p> <p>3 Q. Okay. And as it related -- we talked about</p> <p>4 this before.</p> <p>5 As it relates to wear and tear, there was</p> <p>6 no training of those property managers as to what</p> <p>7 wear and tear, normal wear and tear actually was,</p> <p>8 correct?</p> <p>9 MS. McGEE-TUBB: Objection.</p> <p>10 THE WITNESS: It's industry standard.</p> <p>11 They're professional property managers. They use</p> <p>12 their experience to make that determination.</p> <p>13 BY MR. SACHS:</p> <p>14 Q. Okay. So when you say -- and I may be</p> <p>15 repeating myself.</p> <p>16 But when you say "industry standard," is</p> <p>17 there a specific industry standard publication or</p> <p>18 any sort of writing that I can look to right now</p> <p>19 that says, "This is the industry standard for what</p> <p>20 is above and beyond normal wear and tear"?</p> <p>21 A. Not that I'm aware of.</p> <p>22 Q. Okay. And what about -- same question as</p> <p>23 it relates to, you know, carpet cleaning.</p> <p>24 Was it Stevens Pond and One Webster's</p>	<p style="text-align: right;">Page 52</p> <p>1 apartment.</p> <p>2 Q. Okay. And do you know what would be -- in</p> <p>3 making that judgment call, what that -- that</p> <p>4 property manager would consider?</p> <p>5 A. I mean, I think you're asking for examples.</p> <p>6 Q. Yeah.</p> <p>7 A. So, you know, pet damage, urine, staining,</p> <p>8 things of that nature.</p> <p>9 Q. Okay. So -- so is it your testimony that</p> <p>10 neither Stevens Pond nor One Webster charged tenants</p> <p>11 at move out for carpet cleaning as a regular charge?</p> <p>12 A. I would have to review every single move</p> <p>13 out.</p> <p>14 Q. Okay. So the -- so you would agree that</p> <p>15 the only way to determine, you know, who was charged</p> <p>16 for what at move out -- whether it was touch-up</p> <p>17 paint, carpet cleaning or anything else -- would be</p> <p>18 to review all the records of both Stevens Pond and</p> <p>19 One Webster?</p> <p>20 MS. McGEE-TUBB: Objection.</p> <p>21 THE WITNESS: Yes. You would have to</p> <p>22 really be there at that time to make that</p> <p>23 determination.</p> <p>24 MR. SACHS: Okay. All right.</p>
<p style="text-align: right;">Page 51</p> <p>1 policy, between 2016 and 2020, to charge tenants at</p> <p>2 move out for the carpet cleaning?</p> <p>3 A. You would have to be more specific. It was</p> <p>4 the policy to charge for excessive carpet damage --</p> <p>5 Q. Okay.</p> <p>6 A. -- where applicable.</p> <p>7 Q. So as it relates to the carpet cleaning,</p> <p>8 you know, I think you said what was, you know,</p> <p>9 excessive carpet cleaning that had to be done.</p> <p>10 What would that mean?</p> <p>11 MS. McGEE-TUBB: Objection.</p> <p>12 BY MR. SACHS:</p> <p>13 Q. Or you can restate what you said because I</p> <p>14 paraphrased it incorrectly.</p> <p>15 A. Any damage determined by the manager, and</p> <p>16 hopefully the resident, during the final walk above</p> <p>17 normal wear and tear would be charged back to the</p> <p>18 resident.</p> <p>19 Q. So as it relates to carpets, what was</p> <p>20 Stevens Pond and One Webster's policy as it related</p> <p>21 to determining what was beyond normal wear and tear</p> <p>22 for a carpet?</p> <p>23 A. It was a judgment call made by the property</p> <p>24 manager based on the walk of that specific</p>	<p style="text-align: right;">Page 53</p> <p>1 So moving on to the next exhibit, which is</p> <p>2 Exhibit J in your packet, which will now be</p> <p>3 Exhibit 11 for purposes of the deposition.</p> <p>4 (Document marked as Manzo</p> <p>5 Exhibit 11 for identification)</p> <p>6 BY MR. SACHS:</p> <p>7 Q. This is a May 17, 2017, One Webster lease,</p> <p>8 with a Move Out Cleaning & Replacement Charges</p> <p>9 addendum.</p> <p>10 Again, the same question. Is that the</p> <p>11 identical language to the 2016 One Webster cleaning</p> <p>12 addendum that we just looked at?</p> <p>13 A. Yes.</p> <p>14 MR. SACHS: Moving to Exhibit K in your</p> <p>15 packet, which will be Exhibit 12 for deposition.</p> <p>16 (Document marked as Manzo</p> <p>17 Exhibit 12 for identification)</p> <p>18 BY MR. SACHS:</p> <p>19 Q. It's a May 2, 2018, One Webster lease,</p> <p>20 front page, with the Move Out Cleaning & Replacement</p> <p>21 Charges attachment.</p> <p>22 Is that the same language as both the 2016</p> <p>23 and '17 that we just looked at?</p> <p>24 A. Yes.</p>

<p style="text-align: right;">Page 54</p> <p>1 Q. And I just want to be clear that the</p> <p>2 language is very specific, right? It says:</p> <p>3 "If the apartment is not returned to</p> <p>4 us in this condition, the following charges</p> <p>5 will be applied:"</p> <p>6 "Will be applied," correct? Did I read</p> <p>7 that correctly?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And as far as -- let's just take a</p> <p>10 couple of examples.</p> <p>11 Like painting, right? What -- what</p> <p>12 determination was made into whether painting needed</p> <p>13 to be done and charged to a tenant at the time of</p> <p>14 move out?</p> <p>15 MS. McGEE-TUBB: Objection.</p> <p>16 THE WITNESS: Again, it would be subject to</p> <p>17 the move out walk. The property manager, if they</p> <p>18 saw holes in the wall, marks, damage, things that</p> <p>19 are above normal wear and tear, would make a</p> <p>20 determination as to what that cost the property and</p> <p>21 bill it back to the resident.</p> <p>22 BY MR. SACHS:</p> <p>23 Q. Okay. So did -- did both Stevens and --</p> <p>24 break it out if the policies are different -- but</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. Sure.</p> <p>2 But people are generally putting nails in a</p> <p>3 wall, right, when they move in to hang a picture or</p> <p>4 something else, correct?</p> <p>5 A. Yes.</p> <p>6 Q. All right.</p> <p>7 So you would agree that, you know, when</p> <p>8 someone leaves and they've removed the nails and</p> <p>9 there's a hole, that that hole is generally a normal</p> <p>10 wear and tear of a tenancy, correct? Would you</p> <p>11 agree with that?</p> <p>12 MS. McGEE-TUBB: Objection.</p> <p>13 THE WITNESS: I think it depends how they</p> <p>14 hang it. There's more destructive ways to hang them</p> <p>15 than other ways.</p> <p>16 BY MR. SACHS:</p> <p>17 Q. Okay.</p> <p>18 A. But...</p> <p>19 Q. Well, so let me ask you this:</p> <p>20 What would you, as a representative of JRK,</p> <p>21 consider "normal" for purposes of hanging a picture?</p> <p>22 MS. McGEE-TUBB: Same objection.</p> <p>23 THE WITNESS: Small nail --</p> <p>24 MS. McGEE-TUBB: Go ahead. You can answer.</p>
<p style="text-align: right;">Page 55</p> <p>1 did both Stevens Pond and One Webster have a policy</p> <p>2 that they would repaint every unit at the end of</p> <p>3 every tenancy?</p> <p>4 A. It depends. Units -- it depends on the</p> <p>5 situation. Sometimes people break their lease after</p> <p>6 a month and something like that wouldn't be</p> <p>7 necessary.</p> <p>8 Q. Okay. So let's -- let's just say it's a</p> <p>9 normal one-year lease.</p> <p>10 At the end of a one-year lease, would it be</p> <p>11 Stevens Pond and One Webster's general policy to</p> <p>12 repaint the entire unit at the end of that?</p> <p>13 A. They would paint it as needed.</p> <p>14 Q. Okay. And what goes into the -- the</p> <p>15 calculation as to "as needed" for repainting an</p> <p>16 entire unit?</p> <p>17 A. It's a judgment call made by the property</p> <p>18 manager.</p> <p>19 Q. Okay. So you would agree that when someone</p> <p>20 moves into an apartment, they generally hang</p> <p>21 pictures, right?</p> <p>22 A. Yes.</p> <p>23 Q. They hang mirrors, correct?</p> <p>24 A. We provide some mirrors, but they might.</p>	<p style="text-align: right;">Page 57</p> <p>1 THE WITNESS: Yeah. Personally, I would</p> <p>2 consider a small nail hole.</p> <p>3 BY MR. SACHS:</p> <p>4 Q. Okay. Okay.</p> <p>5 And is there any number of nail holes that</p> <p>6 is -- would be excessive?</p> <p>7 Let's say somebody had an obsession with</p> <p>8 whatever, they hung 100 pictures and there were 100</p> <p>9 nail holes.</p> <p>10 Would you consider that beyond normal?</p> <p>11 A. I think you need to use common sense when</p> <p>12 evaluating it.</p> <p>13 Q. Okay. And so -- but does that example, you</p> <p>14 know, would you consider that beyond normal wear and</p> <p>15 tear, 100 nails?</p> <p>16 A. I don't think I would count the number of</p> <p>17 nail holes. But if it took a long time to repair</p> <p>18 them because they were everywhere, that would</p> <p>19 certainly be in excess of normal.</p> <p>20 Q. Okay. So in the -- the Move Out Cleaning &</p> <p>21 Replacement Charges -- and we'll just look at the</p> <p>22 one that we have in front of us, which is in</p> <p>23 Exhibit 12, Exhibit K in your packet -- one of the</p> <p>24 charges that will be applied says touch-up paint,</p>

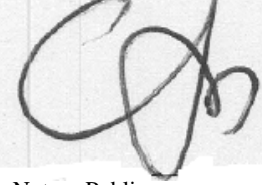
<p style="text-align: right;">Page 58</p> <p>1 \$150 for a one bedroom. 2 Do you see that? 3 A. Exhibit K? 4 Q. Yeah. 5 A. Yes. 6 Q. All right. 7 And then it goes on. Two bedroom is 200 8 bucks; three bedroom is 237.50; a three-bedroom 9 townhome is 300. 10 What does -- in the 2016 to 2020 time 11 period, did both Stevens Pond and One Webster 12 consider as touch-up paint? When would touch-up 13 paint have to be done? 14 MS. McGEE-TUBB: Objection. 15 THE WITNESS: Touch-up paint is when you 16 don't have to paint every wall of an apartment. 17 BY MR. SACHS: 18 Q. Okay. And why would touch-up paint be 19 necessary? 20 A. Marks on the wall. 21 Q. Okay. Anything else? 22 A. Maybe grease stains in the kitchen. 23 Q. Yeah. 24 So would you consider marks on the wall and</p>	<p style="text-align: right;">Page 60</p> <p>1 (Document marked as Manzo 2 Exhibit 13 for identification) 3 BY MR. SACHS: 4 Q. This is a 2019 One Webster lease. Again, 5 just asking the same question about whether the 6 language in the Move Out Cleaning & Replacement 7 Charges is the same. 8 A. Same language. 9 MR. SACHS: Okay. Moving on to Exhibit M 10 in your packet, Exhibit 14 for dep. 11 (Document marked as Manzo 12 Exhibit 14 for identification) 13 BY MR. SACHS: 14 Q. This is a 2020 One Webster lease. 15 Same question about whether the language in 16 the Move Out Cleaning & Replacement Charges 17 attachment is the same. 18 And when I say "the same," I mean as the 19 '16, '17, '18 and '19 lease that we just looked at. 20 A. It's the same. 21 MR. SACHS: And then Exhibit N in your 22 packet, 15 for purposes of the deposition. 23 (Document marked as Manzo 24 Exhibit 15 for identification)</p>
<p style="text-align: right;">Page 59</p> <p>1 grease stains in the kitchen to be beyond normal 2 wear and tear? 3 A. It would depend on -- I would have to be in 4 the apartment. I would have to be looking at it in 5 person. 6 Q. Okay. So all of these determinations as it 7 relates to any tenant would be fact specific related 8 to the tenant itself, or him or herself, or them, 9 whoever? 10 A. Yes. 11 Q. So is it -- are you saying that both 12 Stevens Pond and One Webster did not have a policy 13 where they would just automatically clean -- sorry, 14 charge for carpet cleaning, for instance, at the 15 time of a move out? 16 A. Yes. 17 Q. Okay. Was there anything, as it related to 18 at the time of move out, where Stevens Pond or One 19 Webster did have a policy of automatically charging 20 tenants for any sort of cleaning or repair? 21 A. No. 22 MR. SACHS: All right. 23 Moving on to Exhibit L in your packet which 24 would be 13.</p>	<p style="text-align: right;">Page 61</p> <p>1 BY MR. SACHS: 2 Q. It is a January 2021 lease for One Webster, 3 and I believe this is the year that the language 4 does change. 5 So does this Move Out Cleaning & 6 Replacement Charges, does this have different 7 language than the '16, '17, '18, '19, and '20 leases 8 that we just looked at? 9 A. Yes. 10 Q. All right. 11 And, again, you don't recall why that 12 language was changed outside of any discussions with 13 your attorney, that kind of stuff? 14 A. It better reflects our policy and 15 procedure. 16 MR. SACHS: Just give me a second here. I 17 might go out of order. 18 I want to go to what would be Exhibit R in 19 your packet, Mr. Manzo -- I'm just skipping a 20 couple -- which will be 16 for purposes of the 21 deposition. 22 (Document marked as Manzo 23 Exhibit 16 for identification) 24</p>

<p style="text-align: right;">Page 62</p> <p>1 BY MR. SACHS:</p> <p>2 Q. Just let me know when you get there.</p> <p>3 A. I have it.</p> <p>4 Q. All right.</p> <p>5 Are you familiar with this document at all?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. And don't tell me anything as it</p> <p>8 relates to discussions with counsel or anything like</p> <p>9 that, but when was the last time you reviewed this</p> <p>10 document, which is entitled "Defendants' Stipulation</p> <p>11 Regarding Leases"?</p> <p>12 A. This morning.</p> <p>13 Q. Okay. And prior to this morning, had you</p> <p>14 reviewed it at any time?</p> <p>15 A. I don't remember.</p> <p>16 Q. Do you know if you had any input when this</p> <p>17 document was drafted?</p> <p>18 MS. McGEE-TUBB: Objection.</p> <p>19 BY MR. SACHS:</p> <p>20 Q. Outside of discussion with counsel or</p> <p>21 anything, did you ever review it?</p> <p>22 So it's dated June 17th of 2021.</p> <p>23 Do you know if you looked at it at any time</p> <p>24 prior to June 17th, 2021?</p>	<p style="text-align: right;">Page 64</p> <p>1 Well, all right.</p> <p>2 Q. So if you read Paragraph 1 -- and you can</p> <p>3 read it to yourself -- would you agree that that</p> <p>4 stipulation is correct as it relates to leases</p> <p>5 provided for Stevens Pond between 2016 and 2021?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. And the same thing as it relates to</p> <p>8 Paragraph 2 as for One Webster between 2016 and</p> <p>9 2021? Would you agree that that stipulation is also</p> <p>10 correct?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And as it relates to using the same</p> <p>13 lease forms at both One Webster and Stevens Pond,</p> <p>14 you would agree that just makes complete business</p> <p>15 sense to use the same form for both properties,</p> <p>16 correct?</p> <p>17 A. Yes.</p> <p>18 Q. All right.</p> <p>19 And if you managed other properties, you'd</p> <p>20 agree that you wouldn't use a different form, right?</p> <p>21 MS. McGEE-TUBB: Objection.</p> <p>22 THE WITNESS: I would have to -- it would</p> <p>23 have to be a specific property.</p> <p>24</p>
<p style="text-align: right;">Page 63</p> <p>1 A. I don't remember if I looked at this.</p> <p>2 Q. All right.</p> <p>3 So -- but do you see where at Number 1 in</p> <p>4 the stipulation it says:</p> <p>5 "The exemplar apartment lease</p> <p>6 contracts and accompanying addenda provided</p> <p>7 for 2016 through 2021 for the Residences at</p> <p>8 Stevens Pond are representative of the</p> <p>9 leases and accompanying addenda of other</p> <p>10 tenants at the Residences at Stevens</p> <p>11 Pond..." for those years.</p> <p>12 Would you agree that this stipulation is</p> <p>13 correct; that, in fact, between 2016 and 2021, you</p> <p>14 used the same leases as attachments for all your</p> <p>15 tenants, correct?</p> <p>16 MS. McGEE-TUBB: Objection.</p> <p>17 The -- there's more to that paragraph in</p> <p>18 the stipulation that should be part of the question.</p> <p>19 MR. SACHS: I was really trying not to read</p> <p>20 the whole thing.</p> <p>21 MS. McGEE-TUBB: I'm sorry, but you left</p> <p>22 out the material part.</p> <p>23 MR. SACHS: Is there a material part in it?</p> <p>24 All right.</p>	<p style="text-align: right;">Page 65</p> <p>1 BY MR. SACHS:</p> <p>2 Q. So as far as other Massachusetts properties</p> <p>3 that you do manage, do they use the same forms that</p> <p>4 we went through here today as far as the lease and</p> <p>5 the addenda?</p> <p>6 MS. McGEE-TUBB: Objection.</p> <p>7 I'm going to instruct the witness not to</p> <p>8 answer based on our objections to the deposition</p> <p>9 notices.</p> <p>10 MR. SACHS: Okay. All right.</p> <p>11 So let's move to what's Exhibit O in your</p> <p>12 packet, Mr. Manzo. Which will be -- what are we,</p> <p>13 Mr. Loos, what are we, at 17 now?</p> <p>14 THE REPORTER: Yes.</p> <p>15 (Document marked as Manzo</p> <p>16 Exhibit 17 for identification)</p> <p>17 MR. SACHS: You know, I'm really trying to</p> <p>18 drag this out until Wintner gets here. I don't know</p> <p>19 how much longer I can wait.</p> <p>20 Q. Exhibit 17, Mr. Manzo, this is -- you know,</p> <p>21 this is a particularly -- this is for Mr. Berger</p> <p>22 who's one of the plaintiffs in this action.</p> <p>23 Do you see his name on there?</p> <p>24 A. Yes.</p>

<p style="text-align: right;">Page 66</p> <p>1 Q. All right.</p> <p>2 And this is a 2018 One Webster lease,</p> <p>3 correct?</p> <p>4 A. Yes.</p> <p>5 Q. All right.</p> <p>6 And you see that the Move Out Cleaning &</p> <p>7 Replacement Charges, Mr. Berger's lease has the same</p> <p>8 identical language to the other One Webster lease</p> <p>9 that we looked at as an exemplar for 2018, correct?</p> <p>10 A. Yes.</p> <p>11 MR. SACHS: Moving on to what's Exhibit P</p> <p>12 in your packet, 18 for purposes of depo.</p> <p>13 (Document marked as Manzo</p> <p>14 Exhibit 18 for identification)</p> <p>15 BY MR. SACHS:</p> <p>16 Q. This is an August 17th, 2017, lease for one</p> <p>17 of the other plaintiffs, Branda Peebles.</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. And Ms. Peebles' lease is for the Stevens</p> <p>21 Pond property, correct?</p> <p>22 A. Yes.</p> <p>23 Q. And you would agree the Move Out Cleaning &</p> <p>24 Replacement Charges attachment to Ms. Peebles' lease</p>	<p style="text-align: right;">Page 68</p> <p>1 Q. Okay. So do you know how -- so this shows,</p> <p>2 you know, the lease beginning and ending date, and</p> <p>3 then it shows the amount of the security deposit.</p> <p>4 There's some billing for utilities, and then it</p> <p>5 shows new charges: "Touch-up paint," \$50, and</p> <p>6 "carpet clean per lease," \$65.</p> <p>7 Do you know how that would have been</p> <p>8 determined that both the touch-up paint and the</p> <p>9 carpet cleaning where necessary for Ms. Peebles?</p> <p>10 A. It would have been walked by the property</p> <p>11 manager, ideally with Ms. Peebles.</p> <p>12 Q. Yeah.</p> <p>13 But would you agree that where it says</p> <p>14 "carpet clean per lease" means that they just</p> <p>15 charged her to clean the carpet because that's what</p> <p>16 the lease said?</p> <p>17 MS. McGEE-TUBB: Objection.</p> <p>18 THE WITNESS: No. That -- I think that's a</p> <p>19 misnomer.</p> <p>20 BY MR. SACHS:</p> <p>21 Q. Okay. And when you say that, what do you</p> <p>22 mean?</p> <p>23 A. That is -- that, in my opinion, is for</p> <p>24 damage done to this carpet.</p>
<p style="text-align: right;">Page 67</p> <p>1 has the same identical language to the 2018 exemplar</p> <p>2 lease that we've looked at for Stevens Pond,</p> <p>3 correct?</p> <p>4 A. Yes.</p> <p>5 MR. SACHS: And then moving on to Exhibit</p> <p>6 Q, which is 19 for purposes of the depo.</p> <p>7 (Document marked as Manzo</p> <p>8 Exhibit 19 for identification)</p> <p>9 BY MR. SACHS:</p> <p>10 Q. Do you recognize this document?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And what do you recognize it to be?</p> <p>13 A. A Statement of Security Deposit, or SODA.</p> <p>14 Q. Yeah.</p> <p>15 So is this -- so who would -- as far as</p> <p>16 this document itself, which is marked as JRK 83, who</p> <p>17 would prepare, back in August -- so it's dated</p> <p>18 August 23, 2018.</p> <p>19 Who would, at that time, have prepared this</p> <p>20 document?</p> <p>21 A. The property manager.</p> <p>22 Q. And was -- in 2018, was that one of the two</p> <p>23 people that you named, if you remember?</p> <p>24 A. I'm not certain.</p>	<p style="text-align: right;">Page 69</p> <p>1 Q. Okay. And is there anything on this piece</p> <p>2 of paper, JRK 83, that notes what would have been,</p> <p>3 you know, beyond normal wear and tear that required</p> <p>4 carpet cleaning?</p> <p>5 A. Not on this piece of paper.</p> <p>6 Q. Okay. Do you know if Ms. Peebles had a dog</p> <p>7 or a cat?</p> <p>8 A. I don't.</p> <p>9 Q. So the only way to know ultimately why she</p> <p>10 was charged for carpet cleaning would be to talk to</p> <p>11 the actual property manager who made the decision to</p> <p>12 make those charges, correct?</p> <p>13 A. In this case, we have the invoice from this</p> <p>14 carpet cleaning, and the vendor charged us for</p> <p>15 staining and other damages.</p> <p>16 Q. Okay. So -- but that -- so are you --</p> <p>17 so -- strike that.</p> <p>18 MR. SACHS: Mathilda, let me ask you, I'm</p> <p>19 sorry, is that invoice something that was produced?</p> <p>20 I just -- it's not in my brain right now.</p> <p>21 MS. McGEE-TUBB: Yes.</p> <p>22 MR. SACHS: Okay. All right.</p> <p>23 Q. So as it relates to that invoice, is that</p> <p>24 what you're telling me would be the only evidence of</p>

<p style="text-align: right;">Page 70</p> <p>1 what the condition of the carpet was?</p> <p>2 A. At the time, there was likely photos; but</p> <p>3 this is from too long ago to -- I don't think we</p> <p>4 were able to find them.</p> <p>5 Q. Yeah.</p> <p>6 So does -- so this is Stevens Pond.</p> <p>7 So does Stevens Pond itself have a</p> <p>8 retention policy as it relates to photos or other</p> <p>9 evidence used in determining move out cleaning</p> <p>10 charges?</p> <p>11 A. No. Most of these issues are resolved</p> <p>12 relatively immediately after move out. So they're</p> <p>13 generally saved locally, but there's not a retention</p> <p>14 policy.</p> <p>15 Q. Yeah.</p> <p>16 So what about the touch-up paint that is</p> <p>17 listed on Ms. Peebles' invoice here that is JRK 83?</p> <p>18 Do you know what the touch-up paint was for and why</p> <p>19 it was needed?</p> <p>20 A. Not without being in the apartment.</p> <p>21 Q. Okay. And is that touch-up paint of \$50,</p> <p>22 that seems to be less than what's on the actual</p> <p>23 addendum for a -- I don't know what size apartment</p> <p>24 she had -- because it looked like the -- the minimum</p>	<p style="text-align: right;">Page 72</p> <p>1 A. No.</p> <p>2 Q. Is -- is there a way to determine that</p> <p>3 based on both Stevens Pond and One Webster's</p> <p>4 documents?</p> <p>5 A. You would have to find as many of the SODAs</p> <p>6 as you could.</p> <p>7 Q. Okay. So -- and between 2016 and 2020, do</p> <p>8 you still have all of those for One Webster and</p> <p>9 Stevens Pond available in some electronic format?</p> <p>10 A. I don't know that we have all. We</p> <p>11 certainly would have a -- a reasonable portion of</p> <p>12 them.</p> <p>13 Q. Okay. Would both Stevens Pond and One</p> <p>14 Webster have records, again for the 2016 to 2020</p> <p>15 time period, for the amount of security deposit</p> <p>16 monies that were withheld, you know, each year?</p> <p>17 MS. McGEE-TUBB: Objection.</p> <p>18 BY MR. SACHS:</p> <p>19 Q. Let me just reask that.</p> <p>20 So let's say, you know, if you -- in 2020,</p> <p>21 you have a certain amount of leases that terminate.</p> <p>22 Would there be a record of, for 2020, when</p> <p>23 leases were terminating, the amount of security</p> <p>24 deposit monies that both One Webster and Stevens</p>
<p style="text-align: right;">Page 71</p> <p>1 charge was 150 bucks.</p> <p>2 So was there -- did the property manager in</p> <p>3 2018 have some sort of discretion to determine how</p> <p>4 much should be charged?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And as far as at both One Webster</p> <p>7 and Stevens Pond, do you know how often in the 2016</p> <p>8 to 2020 time period that touch-up paint charges were</p> <p>9 charged back to tenants at move out?</p> <p>10 A. No.</p> <p>11 Q. Do you know if it happened or occurred</p> <p>12 frequently?</p> <p>13 A. I would be speculating.</p> <p>14 Q. So sitting here today, you have no idea?</p> <p>15 A. No.</p> <p>16 MR. SACHS: All right.</p> <p>17 Just let me look through my stuff here for</p> <p>18 a second.</p> <p>19 Q. Do you -- so sitting here today, would you</p> <p>20 know, at both Stevens Pond and One Webster, how</p> <p>21 often tenants at move out were charged back for</p> <p>22 cleaning, or touch-up paint, or anything else that</p> <p>23 might be listed in the cleaning and move out</p> <p>24 replacement charges?</p>	<p style="text-align: right;">Page 73</p> <p>1 Pond would have withheld because of cleaning or</p> <p>2 other repair issues?</p> <p>3 A. You would have to look at each SODA. But</p> <p>4 yes, you could do it that way.</p> <p>5 Q. Do you know, sitting here today, what</p> <p>6 percentage of tenants at both One Webster and</p> <p>7 Stevens Pond, in the 2016 to 2020 time period, had</p> <p>8 any amount of their security deposit retained at</p> <p>9 move out?</p> <p>10 A. No.</p> <p>11 MS. McGEE-TUBB: Objection.</p> <p>12 BY MR. SACHS:</p> <p>13 Q. And, again, is there a way to determine</p> <p>14 that based on the records of Stevens Pond and One</p> <p>15 Webster?</p> <p>16 MS. McGEE-TUBB: Objection.</p> <p>17 And with respect to this question, in</p> <p>18 particular object to the scope beyond -- as it</p> <p>19 pertains to security deposit deductions for reasons</p> <p>20 other than the Move Out Cleaning & Repair Charges.</p> <p>21 I think that's what you're trying to get at anyway,</p> <p>22 but I want to make it clear that I'm instructing the</p> <p>23 witness not to answer beyond those particular</p> <p>24 categories of security deposit deductions.</p>

<p style="text-align: right;">Page 74</p> <p>1 MR. SACHS: Yeah. And my question is to</p> <p>2 the Move Out Cleaning & Replacement Charges stuff.</p> <p>3 THE WITNESS: I don't remember the question</p> <p>4 anymore.</p> <p>5 BY MR. SACHS:</p> <p>6 Q. I don't even remember what day it is,</p> <p>7 Mr. Manzo --</p> <p>8 A. Yeah.</p> <p>9 Q. -- so don't feel bad about it.</p> <p>10 So I think it was a question of what</p> <p>11 percentage of tenants between 2016 and '20 at both</p> <p>12 Stevens Pond and One Webster had any amount of their</p> <p>13 security deposit retained by those entities because</p> <p>14 of any issue on the Move Out Cleaning & Replacement</p> <p>15 Charges addendum.</p> <p>16 A. No.</p> <p>17 Q. Okay. And to the extent -- well, let me</p> <p>18 ask you this:</p> <p>19 Is that something that is determinable by</p> <p>20 looking at the records of both Stevens Pond and One</p> <p>21 Webster?</p> <p>22 A. Yes. You would have to look at every SODA.</p> <p>23 MR. SACHS: Could you give me three minutes</p> <p>24 just to go through stuff? I'm just hoping that</p>	<p style="text-align: right;">Page 76</p> <p>1 THE WITNESS: It's unrelated. The policy</p> <p>2 is to charge for damages above reasonable wear and</p> <p>3 tear. We always hope that the resident will</p> <p>4 participate in a final walk-through, but they don't</p> <p>5 always. They don't always do that.</p> <p>6 BY MR. SACHS:</p> <p>7 Q. Okay. And do you know how often moving out</p> <p>8 tenants would participate -- again, in the 2016 to</p> <p>9 2020 time frame -- participate in that final</p> <p>10 walk-through that would result in charges or not</p> <p>11 charges?</p> <p>12 A. No.</p> <p>13 Q. Was it -- as it relates to the lease that</p> <p>14 we've been going through for both Stevens Pond and</p> <p>15 One Webster for the 2016 to '20 period that had all</p> <p>16 the identical language, was it Stevens Pond and One</p> <p>17 Webster's intention to enforce the provisions of</p> <p>18 that lease as it related to cleaning and other</p> <p>19 charges at the end of a tenancy?</p> <p>20 A. No.</p> <p>21 MS. McGEE-TUBB: Objection.</p> <p>22 BY MR. SACHS:</p> <p>23 Q. Did -- are there any occasions on which</p> <p>24 you're aware that Stevens Pond would --</p>
<p style="text-align: right;">Page 75</p> <p>1 Wintner shows up. That's it.</p> <p>2 MS. McGEE-TUBB: You are welcome to wrap</p> <p>3 this up before he is able to come.</p> <p>4 MR. SACHS: I just want to go through a</p> <p>5 couple of things real quick and I'll be right back.</p> <p>6 Three minutes, that's all I need.</p> <p>7 All right.</p> <p>8 (Recess taken)</p> <p>9 BY MR. SACHS:</p> <p>10 Q. So I just have a couple of more questions.</p> <p>11 One of questions I want to ask you,</p> <p>12 Mr. Manzo, as it relates to what was marked as</p> <p>13 Exhibit 19, which was Exhibit Q in your pile, which</p> <p>14 is the -- the security charge, the statement of</p> <p>15 security deposit back to Ms. Peebles, do you know</p> <p>16 whether she participated in a walk-through that</p> <p>17 resulted in the charges on Exhibit 19?</p> <p>18 A. I don't.</p> <p>19 Q. Would it be -- well, strike that.</p> <p>20 Was it One Webster and Stevens Pond's</p> <p>21 policy to charge people part of their security</p> <p>22 deposit even if they did not participate in a final</p> <p>23 walk-through?</p> <p>24 MS. McGEE-TUBB: Objection.</p>	<p style="text-align: right;">Page 77</p> <p>1 MR. SACHS: You know what? Strike that.</p> <p>2 I'm done. So I'm done for -- yeah. Sorry.</p> <p>3 I just decided not to ask that.</p> <p>4 So I'm done, suspending based on all the</p> <p>5 stuff that we just talked about and the motion and</p> <p>6 all that kind of stuff.</p> <p>7 I guess, Mathilda, we've got to figure out</p> <p>8 whether we need to move any deadlines and whatnot to</p> <p>9 deal with this motion.</p> <p>10 THE REPORTER: Are we going to go off the</p> <p>11 record?</p> <p>12 MS. McGEE-TUBB: Can we stay on for just</p> <p>13 one minute.</p> <p>14 THE REPORTER: Sure.</p> <p>15 MS. McGEE-TUBB: Thank you.</p> <p>16 MR. SACHS: This is where she asks me to</p> <p>17 give her my children, and I'm not doing it.</p> <p>18 Well, actually, you can have them.</p> <p>19 MS. McGEE-TUBB: I've got my own, thanks.</p> <p>20 Duly noted on your position on keeping the</p> <p>21 deposition open.</p> <p>22 It's our position that the deposition is --</p> <p>23 is closed. We produced a witness on the topics we</p> <p>24 said that we would produce on, and those topics have</p>

<p style="text-align: right;">Page 78</p> <p>1 been addressed today.</p> <p>2 And then I also wanted --</p> <p>3 MR. SACHS: Sorry. I'm just simply, you</p> <p>4 know, reserving the suspension issue on the idea</p> <p>5 that we've got this motion pending -- well, motion</p> <p>6 to be pending. And if a judge agrees with me that</p> <p>7 we can get other testimony -- whether it's, you</p> <p>8 know, Mr. Manzo or somebody else -- then somebody</p> <p>9 else will be here.</p> <p>10 MS. McGEE-TUBB: Understood.</p> <p>11 But we won't be coming back on the topics</p> <p>12 that we've produced the witness on today, yeah.</p> <p>13 MR. SACHS: You will not be coming back on</p> <p>14 the topics that you produced on today, subject to a</p> <p>15 judge telling you that they have to answer the</p> <p>16 questions that weren't answered.</p> <p>17 MS. McGEE-TUBB: I think I followed that.</p> <p>18 Yep. If a judge tells us we have to answer</p> <p>19 the questions that we did not answer today, then,</p> <p>20 yes, we will back and answer those questions.</p> <p>21 MR. SACHS: Yeah. That's all.</p> <p>22 MS. McGEE-TUBB: Yes. Exactly.</p> <p>23 And then I also want to just put on the</p> <p>24 record that the witness will read and sign.</p>	<p style="text-align: right;">Page 80</p> <p>1 COMMONWEALTH OF MASSACHUSETTS)</p> <p>2 SUFFOLK, SS.)</p> <p>3 I, Alexander K. Loos, RDR and Notary Public in</p> <p>4 and for the Commonwealth of Massachusetts, do hereby</p> <p>5 certify that there came before me on the 10th day of</p> <p>6 November, 2022, at 12:09 p.m., the person</p> <p>7 hereinbefore named, who was by me duly sworn to</p> <p>8 testify to the truth and nothing but the truth of</p> <p>9 his knowledge touching and concerning the matters in</p> <p>10 controversy in this cause; that he was thereupon</p> <p>11 examined upon his oath, and his examination reduced</p> <p>12 to typewriting under my direction; and that the</p> <p>13 deposition is a true record of the testimony given</p> <p>14 by the witness. I further certify that I am neither</p> <p>15 attorney or counsel for, nor related to or employed</p> <p>16 by, any attorney or counsel employed by the parties</p> <p>17 hereto or financially interested in the action.</p> <p>18  I have hereunto set my hand</p> <p>19 and this 22nd day of</p> <p>20</p> <p>21</p> <p>22</p> <p>23 Notary Public</p> <p>24 Commission expires 5/5/28</p>
<p style="text-align: right;">Page 79</p> <p>1 MR. SACHS: Okay. Yeah.</p> <p>2 Just let me know, though, whatever you need</p> <p>3 for timing or whatnot.</p> <p>4 MS. McGEE-TUBB: Yeah.</p> <p>5 MR. SACHS: 30 days?</p> <p>6 MS. McGEE-TUBB: Yeah. 30 days should</p> <p>7 be -- should be fine. It was a two-hour deposition.</p> <p>8 MR. SACHS: That's fine.</p> <p>9 THE REPORTER: Copy, Ms. McGee-Tubb?</p> <p>10 MS. McGEE-TUBB: I'm sorry.</p> <p>11 THE REPORTER: Copy?</p> <p>12 MS. McGEE-TUBB: Yes. Yes. Thank you.</p> <p>13 THE REPORTER: Off the record?</p> <p>14 MS. McGEE-TUBB: I'm good to go off, yeah.</p> <p>15 (Whereupon, the deposition was</p> <p>16 suspended at 1:58 p.m.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 81</p> <p>1 Mathilda McGee-Tubb, Esq.</p> <p>2 Msmcgeetubb@mintz.com</p> <p>3 November 22, 2022</p> <p>4 RE: Peebles, Et Al v. JRK Properties, Et Al</p> <p>5 11/10/2022, Mr. Thomas L. Manzo (#5578320)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 cs-ny@veritext.com.</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p>

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1 Peebles, Et Al v. JRK Properties, Et Al
 2 Mr. Thomas L. Manzo (#5578320)
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 24 Mr. Thomas L. Manzo Date
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1 Peebles, Et Al v. JRK Properties, Et Al
 2 Mr. Thomas L. Manzo (#5578320)
 3 ACKNOWLEDGEMENT OF DEPONENT
 4 I, Mr. Thomas L. Manzo, do hereby declare that I
 5 have read the foregoing transcript, I have made any
 6 corrections, additions, or changes I deemed necessary as
 7 noted above to be appended hereto, and that the same is
 8 a true, correct and complete transcript of the testimony
 9 given by me.
 10 _____
 11 _____
 12 Mr. Thomas L. Manzo Date
 13 *If notary is required
 14 SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15 _____ DAY OF _____, 20____.
 16 _____
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 19 NOTARY PUBLIC
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22 (Pages 82 - 83)

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